

**ENQUIRY NO: ACTREC/MM-RC-82/2022-24/
Submission date: 16/05/2022 up to 05.30 p.m.
Tender Opening date: 17/05/2022 at 2.30 p.m.**

Date: 25.04.2022

**TERMS AND CONDITIONS FOR THE SUPPLY OF DUST BINS (ANNEXURE 1)
ON RATE CONTRACT BASIS FOR THE PERIOD OF 01/08/2022–31/07/2024.**

1. The Director, ACTREC, Tata Memorial Centre, Advanced Centre for Treatment, Research & Education in Cancer, Room No. PS/313, Kharghar, Navi Mumbai – 410210 invites sealed tenders for the supply of Dust Bins at ACTREC, Kharghar.
2. Tenders for the supply of Dust Bins should be submitted **in Single part**, in sealed envelope duly super-scribed as "Tender for supply of "Dust Bins", due date, containing complete details and documents. The tender is to be addressed to the Director, ACTREC, Tata Memorial Centre, Advance Centre for Treatment, Research, Education in Cancer, Kharghar, Navi Mumbai – 410210 should reach Purchase department on or before **16th May 2022 upto 5.30 p.m.**
3. **Please provide samples along with the offer.**
4. EMD : ₹ 5,702/-

To be submitted in the form of :

Demand Draft in favor of "Director, ACTREC" payable at Kharghar, Navi Mumbai – 410 210 to be enclosed in a sealed envelope.

OR

Demand draft to be deposited at Cash Counter, Gr. Floor, Paymaster Shodhika building, ACTREC and receipt to be enclosed in a sealed envelope. (refer NOTE below for details)

Tenderer's who are registered with NSIC/SSI/MSME are exempted from paying EMD provided they upload photocopy of registration certificate. If EMD is not submitted and registration certificate copy is not uploaded the tender/bid shall be disqualified.

5. The successful tenderers will have to enter into a contract for supply of items. Security Deposit @ 3% of contract value shall be submitted in the form of Bank Guarantee which will be valid for Contractual period.
6. Vendors must fulfill the vendor capability proforma giving all the requisite details, submit all required documents mentioned and return back duly signed.
7. The Director, ACTREC reserves the right to reject any or all of the tenders without assigning any reason.
8. The Director, ACTREC also reserves the right to extend the validity of the Rate Contract for more than one year as mutually agreed upon.

9. All vendors must disclose the names of their partners, if any. Firms with common Proprietor/Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband/wife, father/mother, son/daughter and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract. If so found, all such bid(s) shall stand rejected and tender deposit of each firm/establishment shall be forfeited.
10. Vendors shall quote firm offers. Conditional offers shall not be considered.
11. The tenders must be valid for acceptance for a period of 6 months from the due date.
12. Late tenders will not be accepted under any circumstances.
13. The vendor shall state the name and address of the authorized agents/ stockiest/distributors through whom the product shall be made available.
14. Vendors who are not the manufacturers must mention the name and address of the manufacturer of the products offered by them. An authority letter from the manufacturer authorizing them to quote for their product is essential. The tender must state the brand name, make etc. of the product offered against every item quoted if applicable. The product offered should be of the same packing and strength as specified in the schedule.
15. The quantity mentioned against each item is an estimated biennial quantity & can vary. The item shall be procured whenever required during the contractual period in quantities required from time to time.
16. **Tender must be submitted in the prescribed format duly signed on each page.**
17. **Tenders not submitted in hard copy shall be liable for rejection.**
18. The Tenderer (manufacturer) should furnish along with tender **a notary affidavit on Non Judicial Stamp Paper of Rs.100.00** stating their in as under:-
 - a) That the firm has been manufacturing and marketing the quoted products for more than three consecutive financial years.
 - b) That the firm is never being blacklisted /penalized /defaulted by any government Institution / Centres with in last 5 year.
 - c) That the firm has deposited up to date GST. (Attach copy of clearance / Return certificate).
 - d) That the rates quoted by the firm are the lowest and not higher than the wholesale market rates /quoted in any other Institution or Centres. Rates have been checked by me / us and if approved I shall supply that items in the specified period.
 - e) That the firm is having its manufacturing unit as per norms of revised schedule "M" of the Drugs Act & is having GMP / WHO-GMP/ IPF/ USFDA / CEE/ ISO/ DGQA certificate valid till date. (Mention whichever is applicable).

N.B. The affidavit must be as per the details mentioned above. Any changes in the text matter is not accepted & ACTREC reserves the right to reject such offers.

Technical Bid

- 1) Vendors must fulfill the vendor capability proforma giving all the requisite details, submit all required documents mentioned and return back duly signed.
- 2) For Printing items, Preference shall be given to vendors having printing press within Mumbai Limit.
- 3) The Tenders must be accompanied by the following documents wherever necessary:
 - a) Name and address of all Partners/ Director of the firm
 - b) Complete Literature of the products offered.
 - c) GST Registration Certificate
 - d) Last 3 years Income Tax Return duly acknowledged
 - e) Copy of the Factories Act Registration or Shops and Establishments Act Registration or small-scale Industries registration as applicable.
 - f) Copy of the **FDA** License wherever applicable.
 - g) "No Conviction" certificate from FDA Maharashtra where applicable.
 - h) Latest performance certificate from FDA Maharashtra or relevant state where applicable.
 - i) Copy of **GMP** license under schedule **M** wherever applicable
 - j) Letter of authority from the Manufacturer if the supplier is dealer or agent of the firm.
 - k) Material Safety Data Sheet for all chemicals reagents, disinfectants and kits.
 - l) Analytical testing reports for soap and disinfectants.
 - m) Balance Sheet and Profit & Loss Account of the firm for the last three years duly certified by Chartered Accountant
 - n) Vendor Capability Proforma duly filled, signed & stamped enclosed with these tender documents.
 - o) ECS Proforma.

It is the vendors responsibility to submit all the above required documents. The offer shall be technically evaluated only if all the documents required are in order, failing which ACTREC reserves the right to reject the offer.

Contract terms:

1. In the event of the tender being accepted the contract must be signed by authorized signatory of the firm. The authorized signatory will provide a suitable letter of authority from the firm authorizing him to enter into a contract on behalf of the firm.
2. The firm shall be bound to supply on the rates quoted in the tender throughout the contract period.
3. The contract entrusted to the successful vendors will be subject to "Force Majeure" clause as per section 56 of the Indian Contract Act.
4. It shall be incumbent on the successful vendor to pay stamp duty on the contract.
5. The tenderer state only one name and address of the authorized agent/stockiest/distributor for a product through whom the products shall be need available.

6. If the tender is accepted, the vendor will have to deposit an amount equivalent to 3% of the expected value of the quantity mentioned in the schedule as Security Deposit which will not bear any interest. The Security Deposit is to be paid in cash or by a demand draft or in the form of bank guarantee from a bank situated in Mumbai, within 15 days from the date of intimation of acceptance of the Tender for a period up to 31st July, 2024.
7. Eligibility criteria as per OM Dated 23.07.2020 (Copy uploaded separately) issued by MoF w.r.t amendment of GFR
 - I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
 - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country;

Or

 - a. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - b. An entity whose *beneficial owner* is situated in such a country; or
 - c. An Indian (or other) agent of such an entity; or
 - d. A natural person who is a citizen of such a country; or
 - e. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
 - IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. **In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.**
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. *Applicable, if scope of requirement includes Turnkey: The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.*

Supplies:

1. Under the provisions of the Drug and Cosmetic Act 1940 and the rules made under the act, following should also be specified on the labels affixed to the items:
 - a) Name and address of the manufacturer/Loan Licenses.
 - b) Name and address of the repacker, if any.
 - c) Net and gross contents.
 - d) A distinctive batch number and date of manufacture, repacking and expiry, if applicable.
 - e) MRP
2. Supplies must be made within 2 days of the date of delivery mentioned on the Purchase Orders. In general the Centre will allow a time of at least 7 working days to make the necessary supplies.
3. The Centre does not accept part supplies or delayed supplies. In case of delays, the Centre shall impose liquidated damages to the extent of 0.5% of the order value per week or part thereof subject to a maximum of 10% of the value of the order. The Director of the Centre may at his sole discretion waive the imposition of liquidated damages.
4. In case of failure of supplies within the stipulated time, the Centre at its sole discretion will purchase the same from any other source. The additional amount paid for such purchases along with additional 15% of the value of the order, towards administrative costs as Risk Purchase cost shall be debited to the account of the vendor. The Director, ACTREC may at his sole discretion waive these charges.
5. The amount(s) debited to the vendor's account shall be recovered from the EMD/Security Deposit/ pending bills/ future bills of the vendor. This is without prejudice to any other legal remedies that the Centre may resort to against the supplier.
6. In case of failure to supply the goods within the stipulated delivery period the Centre also reserves the right to enforce forfeiture of the entire security deposit. This is without prejudice to any other legal remedies that the Centre may resort to against the supplier.
7. Bills must be submitted directly to the Accounts department within 15 days of the date on which supplies are made to the Centre. Payment against the bills will be made within 30 days if all the goods have been delivered in full quantity against the Purchase Orders and the quality and quantity has been found to be acceptable. The Centre shall not be responsible for any delays in payment, if the bills are not submitted within 15 days of the date of supply.

8. Part supply of material is not accepted in case of urgency part supply shall be accepted only after prior sanction. However, payment shall be effected only after complete supply of the purchase order quantity.

PURCHASE OFFICER

I/We have read the Terms and conditions and the same are acceptable to me/us.

(Tender's Signature)

TENDERER'S FULL NAME & ADDRESS:

NAME: _____

ADDRESS: _____

TEL: _____

Financial Bid

1. The details of the prices of the item should be quoted in sealed envelope in the format provided as following:
 - Item Description
 - Unit of Measurement
 - Basic Rate
 - GST
 - Final Rate
 - MRP
 - a. Final Rate offered should not exceed the MRP. The offers without MRP, wherever applicable, may not be considered.
 - b. The vendor must in all cases make the following unconditional declaration. The offer made in this tender is not higher than that made to any other organization working under any State / Central Government / Municipal Corporation or any other local bodies. In case the goods are supplied at a lower rate, the lower rate shall apply with immediate effect to the supplies made to Tata Memorial Centre.
 - c. In case the product is imported by the vendors, it is required to show the document to substantiate the landing cost.
 - d. Hard copy and CD data should be identical, in case of any difference or ambiguity tender, the hard copy will be considered.
2. Subject to requirements of the rates of GST (CGST , SGST & IGST) should be shown separately as CGST --- Percent, SGST -----Percent & IGST ----- Percent, etc. Where no specific mention of the taxes chargeable is made by the tenders, it will be construed that these taxes are either not applicable or being already paid at the sources by the vendor or will be borne by them. No subsequent claim from the rates of taxes chargeable and vaguely state "Taxes as applicable" or "STGT" extra will be left out of consideration.
3. The term "Free Supply" implies providing the goods within the premises of Tata Memorial Centre and ACTREC at no extra cost.
4. The vendor must clearly understand that the rate contract with the vendor is liable to be terminated in the following circumstances without giving any notice:
 - a) Failure to supply the goods for more than one month after the due date of supply.
 - b) Failure to abide by the rules, various terms of the rate contract.
 - c) Termination of agency agreement between the vendor and his principals.
 - d) Information obtained from other sources regarding prosecution under any of the tax laws or the FDA act.
 - e) Supplies of goods to Tata Memorial Centre at a price higher than that to any other Central or State Government agency, Semi Government organizations, Local bodies etc. Revision of prices of the goods at any time during the currency of the rate contract other than due to government levies.
5. In case the supplies contain an element of foreign exchange, custom duty, excise duty and other taxes the same should be mentioned clearly in the tender. Any changes in statutory levies will be allowed as an increase/ decrease in the prices based only on the formula worked out at the time of tendering and in no case shall be more than the impact of the change on the price of the item. In case the above details are not provided at the time of the tendering, Centre shall not consider

any change in the price during the currency of the rate contract agreement. Items where custom duty has to be paid in India must be indicated with current rate of duties.

6. The items which are imported directly, the vendor must inform the landed cost. The vendors may be asked to submit the relevant papers like Bill of Entry to substantiate the figure during financial negotiation.
7. In case the contract is terminated due to any of the above reasons, the Centre will be at liberty to forfeit the security deposit, charge the vendor liquidated damages as per clause 3 of supplies and risk purchase charges as per clause 4 of supplies and take any other action as may be deemed fit under the circumstances at the sole discretion of the Director, ACTREC.
8. FALL CLAUSE :
 - a) The prices charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Stores or offer to sell stores of identical description to any person(s)/ organization(s) including the Purchaser or any department of the Central Government or any department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all supply orders placed during the currency of Rate Contract is completed.
 - b) If at any time during the said period, the contractor reduces the sale price, sells or offers to sell such stores to any person(s) / organization(s) including the Purchaser or any statutory undertaking of the Central or a state Government, as the case may be, at price lower than the price chargeable under this contract, he shall forthwith notify such reduction or sale or offer of sale to ACTREC the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand corresponding reduced.

PURCHASE OFFICER

I/We have read the Terms and conditions and the same are acceptable to me/us.

(Tender's Signature)

TENDERER'S FULL NAME & ADDRESS:

NAME: _____

ADDRESS: _____

TEL: _____

(To be printed & executed on Letter head of the bidder and also required details to be filled like Tender No, Offer No and if applicable, evidence of valid registration by the Competent Authority shall be attached)P

To,
The Director,
Advance Centre for Treatment Research & Education in Cancer
Kharghar, Navi Mumbai – 410210.

Sub: Compliance against OM F. No.6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance with respect to Insertion of Rule 144(xi) of General Financial Rules(GFR), 2017 and OM F.18/37/2020-PPD Dated 08.02.2021 issued by Ministry of Finance with respect to clarification issued against Restrictions under Rule 144(xi) of General Financial Rules(GFRs), 2017

Ref:

1. OM F. No.6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance with respect to Insertion of Rule 144(xi) of General Financial Rules(GFR), 2017
2. OM F.18/37/2020-PPD Dated 08.02.2021 clarification issued under OM F.18/37/2020-PPD Dated 08.02.2021 with respect to Restrictions under Rule 144(xi) of General Financial Rules(GFR), 2017
3. Your Tender No-.....
4. Our Offer Ref No-----

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Signature

Name of authorized person for bidder with seal

**TATA MEMORIAL CENTRE
ACTREC
(PURCHASE DEPT)
(ANNEXURE 1)**

Sr. No.	Item Description	Specification	Approx. required Qty. for the period of 2022-2024	UOM	PACK SIZE	BRAND NAME	HSN CODE	BASIC RATE	DIS %	CGST %	SGST %	IGST %	FINAL RATE	MRP
1	Dustbin Red colour 20 litres with inner bucket	Printed ACTREC logo on outer bin with biomedical waste symbol	150											
2	Cart with wheels 120 litres.	5mm to 10mm red colour with ACTREC logo and biomedical waste symbol	15											
3	Dustbin red colour 50 litres	ACTREC logo and biomedical waste symbol	16											

PURCHASE OFFICER